

**Term Contract No. 070N**

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>070N</b>	<b>Neighborhood Electric Vehicles</b>
<b>Effective Dates</b>	<b>June 1, 2010 – May 31, 2013</b>	
<b>Bid Number</b>	201000288	
<b>Administrator</b>	Grant Braley	
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<b>Last Updated</b>	April 9, 2012	

**1. General Information:**

This contract is for Neighborhood Electric Vehicles (NEV). These vehicles are battery operated and are “street legal” for use on roads with a posted speed limit of 35 MPH or less. Please be sure to understand all guidelines and legal operating conditions of these vehicles. Contact the appropriate vendor for specific questions.

An attempt by a successful bidder to represent any vehicle and/or service not specifically requested herein and/or awarded as being under contract with the State of North Carolina is a violation of the contract. Such action is subject to legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension, and/or debarment of the contractor.

**All vehicles listed herein meet FMVSS 500 and the NC General Statute 20-4.01.**

**2. Scope of Contract:**

The scope of this contract is limited to the **neighborhood electric vehicles** described herein for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), certain non-state agencies and public schools. An attempt by a successful bidder to represent any vehicle and/or service not specifically requested herein and/or awarded as being under contract with the State of North Carolina is a violation of the contract. Such action is subject to legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension, and/or debarment of the contractor.

**As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.**

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

### 3. Abnormal Quantities

For purposes of this Invitation for Bids and any resulting contract award, any agency requirement that **exceeds ten (10) vehicles** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- a. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- b. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- c. A separate Invitation for Bids may be issued for the requirement.

### 4. Minimum Orders

The minimum order, qualifying for prepaid transportation, is **one (1) vehicle** for any single order.

### 5. Delivery

It is intended that all vehicles included herein be delivered by commercial transport as deemed practical and reasonable. Unless otherwise specified on the respective purchase order, deliveries are desired as soon as possible after receipt of order.

Contractor assumes full responsibility for the vehicles and any expenses incurred, including any damage and resulting repair, during transit and during storage until picked up by user.

### 6. Ordering Information

Contractors are required, upon request of any user, to provide the user with catalogs and descriptive literature and/or URL with vehicle descriptive literature (including exterior and interior colors), manufacturer's user-accessible URL for MSRP of all options, and NC pricing for options. This information is to be provided to the ordering agency within **three (3) business days** of the request. Such information shall be provided at no charge to the user.

Contractors are required to provide the using agency with all information pertinent to the placement of and payment for orders.

#### a. Order Placement Via E-Procurement (Catalog Items)

- i. Click on the following link: [E-Procurement Users](#)
- ii. When placing an order in the e-procurement system, the very first thing to do is to go to the catalogue tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 070N
- iii. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- iv. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- v. When the item to be ordered has been located complete the requisition and issue the purchase order.
- vi. Please note that all purchase orders will go directly to the vendor.

**Note: Successful contractors may reduce prices by:**

- Increasing the discount offered to reduce prices for the entire line of product offered.
- Allowing additional discount(s) to the using agency.
- Special sales and/or promotions.

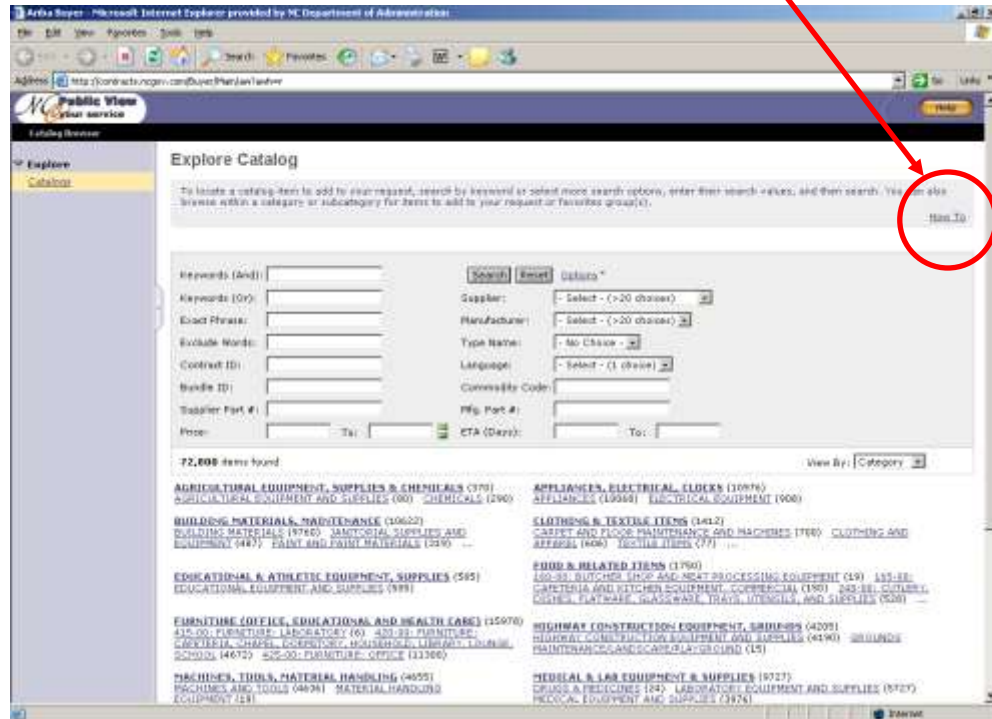
Any special sales offering (resulting in a price lower than the published catalog price), e.g. seasonal, inventory reduction, where specific products are offered to the general public shall be made available to the state at the same sales price.

The contractor agrees that all prices for items contained within the resulting contract(s) will, at no time be more than those prices charged to any other North Carolina customer for the same or similar items delivered to the same regional location.

**b. Non E-Procurement Users**

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- i. Click on the following link: [E-Procurement Public View](#)
- ii. For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.



**7. Purchase Order Information**

The following information should be included on your purchase order:

- a. Specify the base vehicle item number and description as listed in the contract, as well as any specific optional equipment as separate items, and include the contract price for each.
- b. Specify interior and exterior vehicle colors.
- c. Indicate the total contract price for the vehicle equipped as desired, which is the base vehicle price plus the total price for all options.
- d. Designate how the vehicle is to be titled.
- e. Designate the contact person (email and phone number) who can answer questions concerning the purchase order, and who can be notified by the contractor when the vehicle is ready for delivery.
- f. Designate the contract payment terms (including number of days), contract delivery time, FOB point (“FOB destination”), and delivery location for the vehicle(s) you are ordering.
- g. Indicate the name, address, and e-mail of the individual whom recall notices or alerts should be sent.

**8. Acknowledgement of Purchase Order**

Contractor shall immediately acknowledge receipt of purchase orders to the ordering agencies, in written format. Acknowledgement shall be sent within 3 days of receipt of order. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 9. Do Not Sign Forms

Agencies are cautioned NOT to sign any forms presented or mailed to user by contractor or manufacturer, except in cases where a particular form may be specifically authorized elsewhere in the contract. Examples of forms which should not be signed are those which involve assignment of motor vehicle sales proceeds accounts, or assignment, forfeiture, or alteration of any other contractual provisions or rights. The only forms which the user should sign are DMV Form MVR-1 (or latest revision), title application, odometer mileage statement, and a copy of the buyer's order or the invoice to acknowledge receipt of the vehicle.

## 10. Contract Changes

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor.

## 11. Substitutions

Substitutions are not permitted without prior written approval of this division. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 12. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, such notice must be sent free of charge to the purchasing agency listed on the applicable purchase order and to the contract administrator. Such notice must reference the affected purchase order number, agency name, vehicle make and serial number.

## 13. Taxes

Prices shown herein do not include North Carolina sales, use, or personal property tax.

Agencies are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

Address tax questions to the North Carolina Department of Revenue (919) 733-2151.

## 14. Tags

Dealer does not provide tags.

## 15. Payment

**NET 30 Days** after receipt of correct invoice or acceptance of vehicles, whichever is later.

## 16. Dealer Emblem

Decals or markings of any type pertaining to advertisement of dealer are not allowed.

## 17. No Unusual Control Configuration

All controls for driver's operation of the vehicle, including switches for all functions, are to be of a configuration that is customary for the general driving public in the United States. Controls that have unusual configurations are not acceptable, particularly when a questionable control installation may adversely affect safety during vehicle operation. Vehicles that are delivered with such unacceptable controls may be rejected and the contractor held responsible for furnishing the vehicle with proper control configuration.

## 18. Pre-Delivery Service Requirements

All vehicles must be properly serviced and in first class operating condition when delivered to, or designated as ready for pick-up by the owner. The successful bidder shall be responsible for servicing each vehicle as follows, in addition to any prior factory servicing.

- a. Complete lubrication
- b. Checking all fluid levels to insure that they are filled to manufacturer's recommended capacity.
- c. Batteries to be fully charged.
- d. Adjustment of engine to proper operating condition.
- e. Inflating tires to correct pressure.
- f. Careful check to insure perfect operation of all mechanical and electrical features.
- g. Careful check to insure there are no appearance defects.
- h. Thorough cleaning, including washing if necessary, and the removal of all unnecessary tags, stickers, paper, etc.
- i. A State of North Carolina Motor Vehicles Inspection sticker is to be affixed to the vehicle. A US DOT inspection sticker is not part of the bid price, and if required by the user it will be invoiced as a separate item.
- j. Certificate of origin is to be furnished to the owner.

## 19. Vehicle Equipment

All units offered on this contract are equipped with the following equipment.

- a. Hi/Low Beam Head Lamps
- b. Turn Signal Lamps
- c. Side Reflectors
- d. Rear View Mirrors
- e. Front and Rear Windshields
- f. 12 Volt Accessory Power Outlet
- g. Stop Lamps
- h. Tail Lamps
- i. Parking Brakes
- j. Side Mirrors
- k. License Plate Bracket
- l. Front Windshield Wipers
- m. Side Windows
- n. Seat Belts
- o. Heater/Defroster
- p. Automotive Horn
- q. Battery Discharge Indicator
- r. Hard Doors
- s. Speedometer
- t. Solid Roof
- u. Dash Mounted Fan or Vented System
- v. Dome Light

## 20. Mobile Truck Service

Contractor shall operate on a timely schedule a mobile service truck for statewide coverage in North Carolina. The service truck(s) are to be fully equipped and with personnel who are factory authorized to repair equipment shall be driven to the user's site, anywhere in the state, for purpose of immediately diagnosing and repairing any problem occurring with the vehicle. Service truck response times are listed by each contractor's name.

If repairs cannot be completed on site, contractor shall be responsible for transporting vehicle to service area and re-delivery to user.

**21. Warranty**

For all line items herein, manufacturer's standard warranty shall apply except minimum as follows: **twenty-four (24) months, unlimited miles, bumper to bumper, no deductible (excluding usual wear items, brake pads, tires, etc.)** The State is to receive the benefit of any increase in manufacturer's new car warranty applicable to vehicles purchased from this contract.

**22. Contractors/Delivery/Service Truck Response**

Contractor	Contact Information	Delivery	Service Truck Response
<b>Carolina Industrial Equipment, Inc.</b> 4315 Taggart Road Charlotte NC 28208	<b>Mark Ahlstrom</b> <b>Toll Free:</b> (800) 476-2434 <b>Phone:</b> (704) 588-4522 <b>Fax:</b> (704) 588-2592 <a href="mailto:mark@ciequipment.com">mark@ciequipment.com</a>  <b>Website:</b> <a href="http://www.e-ride.com">www.e-ride.com</a> <a href="http://www.parcars.com">www.parcars.com</a>	<b>45-60 Days</b>	<b>1 to 2 Days</b>
<b>Horace G. Ilderton, Inc.</b> 701 South Main Street High Point NC 27260	<b>Mike Collins</b> <b>Phone:</b> (336) 822-8708 <b>Fax:</b> (336) 887-4043 <a href="mailto:mcollins@ilderton.com">mcollins@ilderton.com</a>  <b>Website:</b> <a href="http://www.gemcar.com">www.gemcar.com</a>	<b>30 Days</b>	<b>2 Days</b>

**23. Item & Price Information**

Item	Description	Contractor	Price
1	E-ride EXV2	Carolina Industrial Equipment, Inc.	\$25,893.00
2	GEM e2	Horace G. Ilderton, Inc.	\$11,552.00
3	GEM e4	Horace G. Ilderton, Inc.	\$14,704.00
4	GEM eS	Horace G. Ilderton, Inc.	\$12,470.00
5	GEM eL	Horace G. Ilderton, Inc.	\$13,180.00
6	GEM eLXD	Horace G. Ilderton, Inc.	\$15,088.00
7	Columbia MG1-VN	Carolina Industrial Equipment, Inc.	\$20,197.00
8	Columbia MG1-DN	Carolina Industrial Equipment, Inc.	\$20,197.00

**24. Option Pricing**

All optional equipment may be purchased at a discount of **6% off MSRP**.

**25. Vendor Complaint Form**

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

26. Contract Addenda:

Addendum	Effective Date	Description
1	4/9/2012	Ilderton Doge Contract Administrator Update